

JS 44 (Rev. 06/17)

BMS**CIVIL COVER SHEET**

18-cv-1369

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
MICHAEL FRIEDBERG**DEFENDANTS**
MASERATI NORTH AMERICA, INC.(b) County of Residence of First Listed Plaintiff **MONTGOMERY, PA**
(EXCEPT IN U.S. PLAINTIFF CASES)County of Residence of First Listed Defendant **OAKLAND, MI**
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)
David Gorberg, Esq.
103 Sibley Ave.
Ardmore, PA 19003 (215-665-7660)Attorneys (If Known)
Mark W. Skanes, Esq. (ROSEWALDORF PLLC)
501 New Karner Rd.
Albany, NY 12205 (518-869-9200)**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input checked="" type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGINAL (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. § 2301/28 U.S.C. § 1331, 28 U.S.C. § 1332

Brief description of cause:

Breach of Warranty

VII. REQUESTED IN COMPLAINT:☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

03/26/2018

SIGNATURE OF ATTORNEY OF RECORD

MAR 27 2018

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 1650 Oakwood Drive, Unit E315, Penn Valley, PA 19072

Address of Defendant: 1 Chrysler Dr. Auburn Hills, MI 48326

Place of Accident, Incident or Transaction: Palmyra, NJ

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☐ No ☒

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☒ All other Federal Question Cases
(Please specify) 15 USC 2301

B. Diversity Jurisdiction Cases:

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☒ All other Diversity Cases
(Please specify) Lemon Law and breach of warranty

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Mark W. Skanes, Esq., counsel of record do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

☐ Relief other than monetary damages is sought.

DATE: 03/29/2018

Attorney-at-Law

318075 (PA)

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 03/29/2018

Attorney-at-Law

318075 (PA)

Attorney I.D.#

CIV. 609 (5/2012)

MAR 27 2018

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 1650 Oakwood Drive, Unit E315, Penn Valley, PA 19072

Address of Defendant: 1 Chrysler Dr. Auburn Hills, MI 48326

Place of Accident, Incident or Transaction: Palmyra, NJ

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☐ No ☒

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☒ All other Federal Question Cases
(Please specify) 15 USC 2301

B. Diversity Jurisdiction Cases:

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☒ All other Diversity Cases
(Please specify) Lemon Law and breach of warranty

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Mark W. Skanes, Esq., counsel of record do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$ 50,000.00 exclusive of interest and costs;

☐ Relief other than monetary damages is sought.

DATE: 03/29/2018

Attorney-at-Law

318075 (PA)

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 03/29/2018

Attorney-at-Law

318075 (PA)

Attorney I.D.#

CIV. 609 (5/2012)

MAR 27 2018

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

MICHAEL FRIEDBERG

v.

MASERATI NORTH AMERICA, INC.

CIVIL ACTION

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

03/29/2018

Date

518-869-9200

Telephone

Attorney-at-law

518-869-3334

FAX Number

DEFENDANT

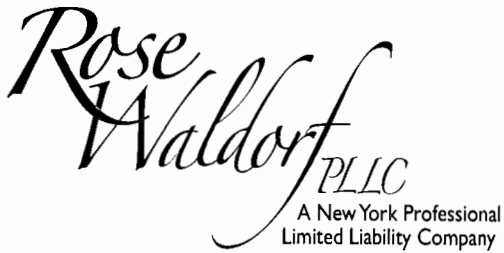
Attorney for

mwskanes@gmail.com

E-Mail Address

MAR 27 2018

501 New Karner Rd. / Albany, NY 12205
518-869-9200 / FAX: 518-869-3334



Keith B. Rose
Attorney At Law
NY, NJ, PA, MA, CT, GA, WV

Jon B. Waldorf
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NY, NJ, PA, MA, CT, GA, MD, AL, NC,
SC, KY, RI

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NC, VA, NH

Cassandra M. Gipe
Attorney At Law
NY, MA, WV

Lindsey R. Dodd
Attorney At Law
NY, NJ, PA, NH

March 26, 2018

VIA OVERNIGHT DELIVERY

United States District Court
Eastern District of Pennsylvania
U.S. Courthouse
601 Market Street, Room 2609
Philadelphia, PA 19106-1797

Re: Michael Friedberg v. Maserati North America, Inc.

Dear Sir/Madam:

Enclosed for filing on behalf of Defendant Maserati North America, Inc. please find Notice of Removal, completed and executed Validation of Signature Form, completed and executed Civil Cover Sheet and computer disk containing all documents enclosed in a PDF format with respect to the above-captioned action. Also, this firm's check in the sum of \$400.00 to cover the applicable filing fee.

Please date-stamp the enclosed copy of the Notice of Removal as proof of filing and return in the self-addressed, stamped envelope enclosed.

Your courtesies and cooperation in this matter are greatly appreciated. Should you have any questions, please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to be "Mark W. Skanes", written over a horizontal line.

Mark W. Skanes

MWS:phb
Enclosures
cc.: David J. Gorberg, Esq. (w/enclosure)

\$450

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

1

MICHAEL FRIEDBERG,

Plaintiff,

v.

MASERATI NORTH AMERICA, INC.,

Defendants.

Case No.

NOTICE OF REMOVAL

MAR 27 2018

KATE [Signature]
By [Signature] Clerk

Defendant Maserati North America, Inc. ("MNA") hereby removes to this Court, pursuant to 28 U.S.C. §§ 1441 and 1446, an action pending in the Court of Common Pleas, Bucks County, Pennsylvania, No.: 2018-00656 ("state action"). Removal is proper for the following reasons:

1. On or about March 6, 2018, Plaintiff Michael Friedberg ("Plaintiff") filed the state action as against MNA, asserting claims for violation of the Pennsylvania Automobile Lemon Law (73 P.S. § 1952 *et seq.*), breach of express warranty under the federal Magnuson-Moss Warranty Improvement Act, 15 U.S.C § 2301 *et seq.* ("MMWA"), breach of express and implied warranties pursuant to the Uniform Commercial Code ("UCC") and violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL") (*see* Summons and Complaint, attached hereto as Exhibit "A").

2. On or about March 8, 2018, MNA received by mail a copy of the Summons and Complaint.

3. Therefore, this Notice of Removal is timely, as it is filed within thirty (30) days of receipt of the Complaint by Defendant MNA. *See* 28 U.S.C. § 1446(b).

BASIS FOR REMOVAL

I. THIS COURT HAS JURISDICTION OVER THIS MATTER PURSUANT TO 28 U.S.C. § 1331

4. Pursuant to 28 U.S.C. § 1441 (a), a defendant may remove to federal district court, “any civil action brought in a State court of which the district courts of the United States have original jurisdiction.”

5. Furthermore, 28 U.S.C. § 1331 provides that “[t]he district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws or treaties of the United States.”

6. Accordingly, this Court has original jurisdiction over this civil action as it involves a claim arising under the federal Magnuson-Moss Warranty Improvement Act, 15 U.S.C § 2301 *et seq.* (“MMWA”). *See* 28 U.S.C. § 1331.

7. The MMWA states in relevant part that a plaintiff may bring such a claim in federal court only if the amount in controversy exceeds \$50,000. *See* 15 U.S.C. § 2310(d)(3)(B).

8. In the Complaint, Plaintiff alleges that the subject of the present action is a certain 2017 Maserati Grand Torizno Sport [sic], VIN: ZAM45VLA5H0214459 (“vehicle”) (Complaint, Exhibit “A” hereto, ¶ 4).

9. Plaintiff alleges that the vehicle was “purchased” and registered in the Commonwealth of Pennsylvania and that the purchase price, excluding other collateral charges, totaled \$58,014.36 (*id.* ¶¶ 4-5).

10. Upon information and belief, Plaintiff did not purchase the subject vehicle but instead, entered into an agreement to lease the subject vehicle with a non-party dealer in New Jersey

(*see* Lease Disclosure/Waiver attached to the Complaint, included in Exhibit “A” hereto; *see also* Lease Agreement and Buyer’s Order, attached collectively as Exhibit “B” hereto).

11. Pursuant to the lease agreement, the gross capitalized cost of the subject vehicle was \$123,240.00 and the lease payments totaled \$58,014.36 (*see* Lease Disclosure/Waiver, attached to Complaint, Exhibit “A” hereto). In addition, Plaintiff paid an initial cash down payment of \$2,499.00 (*id.*).

12. In connection with the alleged violation of the MMWA, Plaintiff seeks to recover “an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees” (*see* Complaint, Exhibit “A” at Count II). Plaintiff alleges that he seeks an amount under this claim “not in excess of \$50,000” (*id.*).

13. Despite the allegation that the claimed damages are not in excess of \$50,000,¹ by Plaintiff’s own calculation of damages, the “amount in controversy” under the MMWA claim is three times the \$123,240 gross capitalized cost of the vehicle listed in the lease documents.

14. Even assuming Plaintiff’s theory of damages was limited to the total payments due under the lease of \$60,513.36 (\$58,014.36 in monthly payments, plus the initial cash down payment of \$2,499), the amount in controversy exceeds \$50,000.00.

15. Therefore, as the amount in controversy herein exceeds \$50,000.00 for the claim brought under the federal MMWA, this Court has original jurisdiction. *See* 28 U.S.C. § 1331.

¹ As this Court is aware, when determining the amount in controversy, “[e]ven if a plaintiff states that her claims fall below the threshold, this Court must look to see if the plaintiff’s actual monetary demands in the aggregate exceed the threshold, irrespective of whether the plaintiff states that the demands do not.” *See Morgan v. Gay*, 471 F.3d 469 (3d Cir.2006); *see also Wilson v. Walker*, 790 F.Supp.2d 406 (E.D.Pa.2011). Accordingly, notwithstanding Plaintiff’s claim that the amount sought is not in excess of \$50,000, such allegations are inconsistent with Plaintiff’s actual demands for recovery in the amount of three times the price of the vehicle.

16. Furthermore, Plaintiff's state law claims in this action arise from the same case or controversy as his MMWA claim and thus, this Court has supplemental jurisdiction over Plaintiff's state law claims. *See* 28 U.S.C. § 1367.

II. THIS COURT HAS JURISDICTION OVER THIS MATTER PURSUANT TO 28 U.S.C. § 1332

17. In addition to jurisdiction over this matter pursuant to 28 U.S.C. § 1331, this Court has original jurisdiction based upon the complete diversity of citizenship of the parties.

18. Pursuant to 28 U.S.C. § 1332, a federal district court will have original jurisdiction over all "civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interests and costs, and is between – citizens of different states." A corporation is deemed a citizen of "every State and foreign state by which it has been incorporated and of the State or foreign where it has its principal place of business." 28 U.S.C. § 1332(c).

19. In the instant case, Plaintiff has alleged to be resident of the Commonwealth of Pennsylvania (Complaint ¶ 1, Exhibit "A"). Defendant MNA is incorporated under the laws of Delaware with its principal place of business located in Auburn Hills, Michigan. Therefore, as no defendant is deemed a citizen of the state in which Plaintiff is a citizen, there is complete diversity of citizenship. *See* 28 U.S.C. § 1332.

20. In addition, the amount in controversy in this action exceeds \$75,000.

21. In the Complaint, Plaintiff seeks to recover three times the purchase price of the subject vehicle, plus "all collateral charges and attorney fees" in connection with each of his four claims (*see* Complaint, Exhibit "A" hereto).

22. As set forth above, while Plaintiff did not purchase the subject vehicle, the gross capitalized cost of the subject vehicle under the lease was \$123,240 (*see* Lease Disclosure/Waiver,

attached to Complaint, Exhibit “A” hereto). Therefore, three times this amount, plus reasonable attorneys’ fees is well in excess of the \$75,000 jurisdictional requirement.

23. Furthermore, even assuming Plaintiff’s theory of actual damages was limited to the total due under the lease of \$60,513.36 (\$58,014.36 in monthly payments, plus the initial cash down payment of \$2,499), three times this amount, plus reasonable attorneys’ fees as sought by Plaintiff under the UTPCPL claim is well in excess of the \$75,000 jurisdictional amount in controversy threshold.

24. Therefore, notwithstanding Plaintiff’s claim that the amount sought for each claim does not exceed \$50,000,² this court has original jurisdiction over this matter pursuant to 28 U.S.C. § 1332 as well.

III. ALL PROCEDURAL REQUIREMENT HAVE BEEN MET FOR REMOVAL TO THIS COURT

25. Simultaneously with the filing of this Notice of Removal, Defendant MNA is providing written notice to all parties of record and is filing a copy of this Notice of Removal with the prothonotary of the Court of Common Pleas, Bucks County, Pennsylvania, pursuant to 28 U.S.C. § 1446(d).

26. Pursuant to 28 U.S.C. § 1446(a) no other state court process, pleadings, orders or papers have been served upon Defendant MNA other than the Summons and Complaint attached hereto as Exhibit “A”.

27. This Court embraces the county and court in which the State Action was initially filed. *See* 28 U.S.C. 118(a). Therefore, this action is properly removed to this Court.

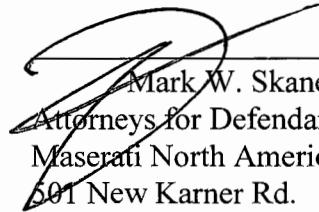
² *See* FN 1.

WHEREFORE, Defendant Maserati North America, Inc. respectfully requests that this matter, currently pending in the Court of Common Pleas, Bucks County, Pennsylvania, be removed to this Court.

Dated: Albany, New York
March 26, 2018

ROSEWALDORF PLLC

By:



Mark W. Skanes, Esq.
Attorneys for Defendant
Maserati North America, Inc.
501 New Karner Rd.
Albany, New York 12205
Phone: (518) 869-9200
Fax: (518) 869-3334
mskanes@rosewaldorf.com

CERTIFICATE OF SERVICE

I, Mark W. Skanes, Esquire, do hereby certify that I am the attorney for Defendant in the within action, that I am duly authorized to make this certification, and that on this 26th day of March, 2018, I did cause a true and correct copy of Defendant's Notice of Removal, Civil Cover Sheet, Validation of Signature Form and Notice of Filing of Removal to be forwarded via U.S. Mail to the parties below as follows:

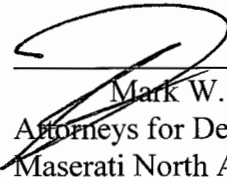
David J. Gorberg, Esq.
Gorberg & Associates, PC
103 Sibley Ave.
Ardmore, PA 19003

Dated: Albany, New York
March 26, 2018

FILED
MAR 27 2018
KIMBERLY A. MAN, Clerk
Dep. Clerk

ROSEWALDORF PLLC

By:


Mark W. Skanes, Esq.
Attorneys for Defendant
Maserati North America, Inc.
501 New Karner Rd.
Albany, New York 12205
Phone: (518) 869-9200
Fax: (518) 869-3334
mskanes@rosewaldorf.com

J:\Data\Maserati North America, Inc\Friedburg Notice of Removal.doc

EXHIBIT A

DAVID J. GORBERG & ASSOCIATES, P.C.

DAVID J. GORBERG¹
LAURA L. WOLFE²
COURTNEY L. SOFIA³
EMMA C. ROBISON²

¹MEMBER OF PA AND NJ BARS
²MEMBER OF PA, NJ AND NY BARS
³MEMBER OF PA AND MA BARS

103 SIBLEY AVENUE
ARDMORE, PA 19003

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FAX 215-563-6738

www.MyLemon.com

NEW JERSEY OFFICE
1813 BERLIN ROAD
CHERRY HILL, NJ 08003

PITTSBURGH OFFICE
1900 ALLEGHENY BLDG.
429 FORBES AVENUE
PITTSBURGH, PA 15219

NEW YORK OFFICE
777 WESTCHESTER AVE, SUITE 101
WHITE PLAINS, NY 10604

March 6, 2018

Maserati North America, Inc.
c/o CT Corporation
600 N. 2nd Street
Suite 401
Harrisburg, PA 17101

RE: Friedberg vs Maserati North America, Inc.
DOCKET # 2018-00656

Dear Sir/Madam:

Pursuant to the current Rules of Civil Procedure, we enclose herein the copy of the Civil Action Complaint, the original of which has been filed by our office in connection with the above referenced matter.

You are hereby notified that you have been sued in Court and that you must take action within twenty (20) days from your receipt of this letter or a default judgment may be entered against you.

Very truly yours,


DAVID J. GORBERG

DJG/mk
Enclosure

IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

MICHAEL FRIEDBERG

vs.

MASERATI NORTH AMERICA INC

NO. 2018-00656

PRAECIPE TO REINSTATE / REISSUE

TO THE PROTHONOTARY:

- () REISSUE WRIT
(X) REINSTATE COMPLAINT

**ORIGINAL SIGNATURE RETAINED
BY THE FILING PARTY**

Signature/ID Number

DAVID J. GORBERG, Esq.

Print Name

32 PARKING PLAZA, SUITE 700

Address

ARDMORE, PA 19003

215-665-7660

Phone

COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

MICHAEL FRIEDBERG

vs.

MASERATI NORTH AMERICA INC

NO. 2018-00656

CIVIL COVER SHEET

State Rule 205.5 requires this form be attached to any document commencing an action in the Bucks County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Name of Plaintiff/Appellant's Attorney: DAVID J. GORBERG, Esq., ID: 53084

Self-Represented (Pro Se) Litigant ☐

Class Action Suit ☐ Yes ☒ No

MDJ Appeal ☐ Yes ☒ No

Money Damages Requested ☒

Commencement of Action:

Amount in Controversy:

Complaint

\$50,000 or less

Case Type and Code

Contract: _____

Buyer Plaintiff

Other: _____



REINSTATED
Ashley Koch 3/6/2018

County

Docket No:

SECTION A

☐ Petition
☐ Declaration of Taking

MASERATI NORTH AMERICA INC

Is this an *MDJ Appeal*? ☐ Yes ☒ No

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

- ☐ Common Law/Statutory Arbitration
- ☐ Declaratory Judgment
- ☐ Mandamus
- ☐ Non-Domestic Relations Restraining Order
- ☐ Quo Warranto
- ☐ Replevin
- ☐ Other:

☐ Dental
☐ Legal
☐ Medical
☐ Other Professional:

Updated 1/1/2011

**IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY
CIVIL DIVISION**

MICHAEL FRIEDBERG

Plaintiff

vs.

MASERATI NORTH AMERICA INC

Defendant

No. _____

Form of Action

Complaint

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages you must take action within twenty (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE GO TO OR TELEPHONE THE OFFICES SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**Bucks County Bar Association
135 East State Street
Doylestown, PA 18901
Phone (215) 348-9413, 1-800-479-8585
www.bucksbar.org**

PA Bar Association: www.pabar.org

DAVID J. GORBERG

Attorney for PLAINTIFF

Attorney I.D. # 53084

Please type or print name and address

DAVID J. GORBERG

103 SIBLEY AVE ARDMORE PA 19003

215-665-7660

2. Defendant, Maserati North America, Inc. is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania with its principle place of business located at 1 Chrysler Drive, Auburn Hills, MI 48326.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about April 2017, Plaintiff purchased a new 2017 Maserati Grand Torizno Sport (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number ZAM45VLA5H0214459. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled \$58,014.36.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about April 2017, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of but was not limited to defective engine resulting in oil leak, defective rear differential and various other defects. Copies of repair receipts are attached hereto and marked as Exhibit "A".

10. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its' warranty.

COUNT 1
PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM

19. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

20. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which

23. Defendant failed to correct and or repair said nonconformities.

24. The vehicle continues to exhibit defects and nonconformities which substantially

25. Defendant does not require participation in any informal dispute settlement

26. As a direct and proximate result of Defendant's failure to repair the
infirmities, Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff
is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim,

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against defendant in an amount equal to three (3) times the purchase price of the subject vehicle, and available collateral changes and attorney fees. Amount not in excess of \$50,000.00.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

28. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint

29. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

30. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

31. Plaintiff uses the subject product for personal, family and household purposes.

32. By the terms of the express written warranties referred to in this Complaint,

33. Defendant failed to make effective repairs.

34. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

36. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

COUNT III
UNIFORM COMMERCIAL CODE

38. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following:

- a. **Breach of Express Warranty**
- b. **Breach of Implied Warranty of Merchantability;**
- c. **Breach of Implied Warranty of Fitness For a Particular Purpose;**

d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

43. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

COUNT IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION CLAIM

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made.

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers. Defendant's failure to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$50,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY: 

DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

X
DAVID J. GORBERG, ESQUIRE

Date: January 31, 2018

[illegible]

00989267 ၁

CONCERNED ABOUT YOUR REGISTRATION CREDENTIAL?

EXPIRY: MAR 31, 2018

PLATE:

====

INTRODUCTION

TYPE:

2014

गुणवत्ता

TABLE BRACKETS:

EMERGENCY INSPECTION REQUIREMENTS/VEHICLE EXEMPT COUNTY : MONTGOMERY

**MICHAEL J FRIEDBERG
1650 OAKWOOD DR
APT E315
PENN VALLEY PA
19072**

SIGNATURE

Code
I hereby acknowledge this day that I have received
notice of the provisions of Sections 22 of the Vehicle



4107

ST-10
(6-06, R-12)STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION**MOTOR VEHICLE SALES AND USE TAX EXEMPTION REPORT**

(See Reverse Side for Instructions and Definitions)

Motor Vehicle Dealer F.C. KERBECK & SONS
 Address RT. 73 PALMYRA, NJ 08065
 Telephone Number 856-829-8200 Taxpayer ID Number 221-857-038

I PURCHASE INFORMATION

(a) Purchaser/Lessee (please print or type) MICHAEL J. FRIEDBERG
 (b) FID # or last three (3) digits of your SSN _____ (c) Date of Purchase/Lease 04/08/2017
 (d) New Jersey Address N/A
 (e) Out-of-State Address 1650 OAKWOOD DR E315 PEIN VALLEY PA
 (f) Telephone Number - (215) 860-0334 (g) Occupation IT CONSULTANT
 (h) Employer NATIONAL EDUCATION CONSULTANTS (i) Address 1650 Oakwood Dr. E. 315 Pein Valley PA
 Driver's License issued by State of: PA Number _____ Expiration Date 08/01/2020
 (k) Other Driver's License Issued by State of: _____ Number _____ Expiration Date _____

II VEHICLE IDENTIFICATION DATA

Make of Vehicle HASERATI Model GRANTURISMO Year 2017
 Full Serial number ZAM45VLASH0214459 Body Type 2DR Color BLACK

III COMPUTATION OF PRICE

(a) Enter Full Purchase Price/Lease Payment & Number of Payments \$ 16,000.00
 (b) Enter Trade-In Allowance or Discount, if any \$ _____
 (c) Adjusted Purchase Price/Lease (Item A Less Item B) \$ 16,000.00

Make of Vehicle	Model	Year	State of Registration PA
Full Serial Number	Body Type	Color	Plate Number

IV EXEMPTION CERTIFICATION

I, the purchaser/lessee certifies he/she is a nonresident of New Jersey, has no permanent place of abode in New Jersey, is not engaged in any business or profession in New Jersey, and is not engaged in any employment, trade, business or profession in which the motor vehicle will be used in New Jersey.

Sign Here [Signature] 04/08/2017
 Purchaser/Lessee (If corporation, an authorized officer must sign) (Date)

V DEALER OF CERTIFICATION

I, the dealer certify that I have examined the above form after its completion and the information given is true and correct to the best of my knowledge and belief.

Sign Here [Signature] 04/08/2017
 Dealer (Date)

PRIVACY ACT NOTIFICATION

The Federal Privacy Act of 1974 requires all agencies requesting information to inform individuals from whom it seeks information why the information is being made and how the information is being used.

Your social security number is used primarily to account for and give credit for tax payments. It is also used in the administration and enforcement of all tax laws for which the Division of Taxation has statutory responsibility.

THIS FORM MAY BE REPRODUCED WITHOUT PRIOR AUTHORITY

Case# 2018-00688-0 - JUDGE-29 Received at County of Bucks Prothonotary on 03/27/2018 12:54 PM, Fee = \$32.00, On file for 30 days. This filing is subject to the provisions of the Unified Judicial System of Pennsylvania. The filer certifies that this filing complies with the provisions of the Judicial Branch of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: [Name] [Signature]

9450

CUSTOMER ACKNOWLEDGMENT ESTIMATED MOTOR VEHICLE FEES

Dealership Name FC Kerbeck and Sons
 Dealership Address Palmyra, NJ 08065
 (City) (State) (Zip)

The motor vehicle fees shown on the Retail Order Form or Lease Contract for your vehicle are an approximation of the actual fees that will be charged by the appropriate Division of Motor Vehicles to process the title and registration for your vehicle. When your title work has been completed, we will refund any excess fees that have been collected from you. If we have underestimated your motor vehicle fees, we will seek payment of such amount from you.

Charges for the following items are included in the total estimated motor vehicle fees for your vehicle

	ESTIMATED	ACTUAL	DIFFERENCE
New Jersey Vehicles			
Title	\$ 69.00 <u>XXXXX</u>	\$ _____	\$ _____
Encumbrance Lien Holder	\$ 25.00 <u>XXXXX</u>	\$ _____	\$ _____
Registration	\$ 25.00 <u>XXXXX</u>	\$ _____	\$ _____
Temporary Registration	\$ 5.00 <u>XXXXX</u>	\$ _____	\$ _____
NJ Reassigning Trade Title (if applicable)	\$ 10.00 <u>XXXXX</u>	\$ _____	\$ _____
Other	\$ XXXXX <u>XXXXX</u>	\$ _____	\$ _____
Duplicate Trade Title	\$ 10.00 <u>XXXXX</u>	\$ _____	\$ _____
DMV Online Service	\$ 6.00 <u>XXXXX</u>	\$ _____	\$ _____
ETemp Production Charges	\$ 10.00 <u>XXXXX</u>	\$ _____	\$ _____
Out of State Vehicles			
Title	\$ _____	\$ _____	\$ _____
Encumbrance Lien Holder	\$ _____	\$ _____	\$ _____
Registration	\$ _____	\$ _____	\$ _____
Temporary Registration 7.00	\$ <u>230.00</u>	\$ _____	\$ _____
Reassigning Trade Title (if applicable)	\$ _____	\$ _____	\$ _____
Flipping Trade Title (if applicable)	\$ _____	\$ _____	\$ _____
Duplicate Trade Title	\$ _____	\$ _____	\$ _____
Motor Vehicle Vendor Charge	\$ <u>30</u>	\$ _____	\$ _____
(Not a Governmental agency charge)	\$ _____	\$ _____	\$ _____
ETemp Production Charges	\$ 10.00 <u>XXXXX</u>	\$ _____	\$ _____
Total	\$ <u>260.00</u>	\$ _____	\$ _____

I, the undersigned customer, understand that the motor vehicle charges listed above are a good faith estimate of the actual fees that will be charged to title and register the vehicle that I am purchasing from the dealership, and include the costs for flipping the title of any trade-in vehicle (if applicable) to the dealership, as well as the cost of issuance of a temporary registration, in order that I can operate such vehicle.

I understand that any overpayment of such motor vehicle fees will be refunded to me. In the event that the total estimated motor vehicle fees are less than the actual charges, I understand that I am responsible for paying such shortfall to the dealership.

☒ I would like new License plates.

☐ I would like to transfer license plate # _____

Dated 04/08/2017

Customer's Signature

Print Customer's Name

MICHAEL J FRIEDBERG

Co-Buyer/Co-Lessee Signature

Print Co-Buyer/Co-Lessee Name

I HAVE BEEN ADVISED THAT UNDER THE NEW JERSEY CONSUMER PROTECTION LEASING ACT (N.J.S.A. 56:12-60, ET SEQ.), I AM ENTITLED TO REVIEW THE LEASE CONTRACT AND ANY ATTACHMENTS FOR ONE 24-HOUR BUSINESS DAY BEFORE SIGNING. I CHOOSE TO WAIVE THAT RIGHT AND SIGN THE LEASE NOW.

LESSOR'S INITIALS

2017	MASERATI	GRANTURISMO	ZAH45VLA5H0214459
(YEAR)	(MAKE)	(MODEL)	(VIN)

\$ 140550.00	MSRP OR FACTORY STICKER	\$ N/A	TRADE-IN CREDIT
\$ 1945.00	TOTAL COST OF OPTIONS AND EXTRAS	\$ 70275.00	RESIDUAL VALUE
\$ 142495.00	TOTAL COST	\$.30	EXCESS MILEAGE CHARGES
\$ 260.00	TITLE & REGISTRATION	PROVISIONS CONCERNING THE BREAKING OF THE LEASE HAVE BEEN EXPLAINED (LESSOR'S INITIALS) <u>JS</u>	
\$ 795.00	ACQUISITION FEE	EXCESS WEAR AND TEAR CHARGES HAVE BEEN EXPLAINED (LESSOR'S INITIALS) <u>JS</u>	
\$ N/A	SECURITY DEPOSIT	IF A PURCHASE OPTION EXISTS, HOW THIS VEHICLE IS PURCHASED HAS BEEN EXPLAINED (LESSOR'S INITIALS) <u>JS</u>	
\$ N/A	OPTIONAL WARRANTY & INSURANCE CHARGE		
\$ 123240.00	TOTAL CAP COST		
\$ 2499.00	INITIAL PAYMENT OF CASH		

PROVISIONS CONCERNING THE
BREAKING OF THE LEASE HAVE
BEEN EXPLAINED
(LESSOR'S INITIALS) TE

EXCESS WEAR AND TEAR CHARGES
HAVE BEEN EXPLAINED
(LESSOR'S INITIALS)

IF A PURCHASE OPTION EXISTS,
HOW THIS VEHICLE IS PURCHASED
HAS BEEN EXPLAINED
(LESSOR'S INITIALS) EL

\$ 1611.51 MONTHLY PAYMENT

\$ 58014.36 TOTAL OF PAYMENTS

I UNDERSTAND THAT THIS IS A LEASE AGREEMENT AND NOT A PURCHASE AGREEMENT, THAT THE PROPERTY BEING LEASED MAY NOT HAVE ANY EQUITY OR OWNERSHIP VALUE TO ME AT THE END OF THE LEASE AND THAT THE LEASED PROPERTY BELONGS TO THE LESSOR.

LESSOR'S SIGNATURE

CO-LESSEE'S SIGNATURE

04/08/2017

LESSOR'S SIGNATURE _____

CUSTOMER COPY

www.maseratoforthemainline.com

Donald M. ABE, Inc.

**Maserati of The Main Line**

215 W. LANCASTER AVENUE
DEVON, PA 19333
(484) 804-4800
Fax: (484) 804-4801

www.maseratiofthemainline.com

CUSTOMER #: 22988

MICHAEL FRIEDBERG

650 OAKWOOD DR

PENN VALLEY, PA

HOME: 215-868-0334 CONT: 484-547-9493

BUS:

CELL:

PAGE 3

SERVICE ADVISOR: 180 JASON SMITH

17	MASERATI GRAN TURISM	ZAM45VLA5H0214459	5287/8246	T327
----	----------------------	-------------------	-----------	------

09SEP17 DD	WAIT 20SEP17	150.00	CASH	22DEC17
------------	--------------	--------	------	---------

OPTIONS: DLR:6018

08:31 20SEP17 10:05 22DEC17

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

405 SNYDER, DEREK LIC#: 1

1 10261860 GASKET 22- 30X 1.5 1.89 1.89 1.89

10 5W40 EURO SYNTHETIC OIL 13.95 13.95 139.50

PARTS: 200.56 LABOR: 155.00 OTHER: 0.00 TOTAL LINE G: 355.56

SCRAPING

405 SNYDER, DEREK LIC#: 1

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00

MOUNT4 MOUNT AND BALANCE 4 TIRES

CP 200.00 200.00

2 1848800 P WIN SZ 2 364.36 364.36 728.72

1 FREIGHT FREIGHT 92.40 92.40 92.40

4 TIRE TAX TIRE TAX 1.00 1.00 4.00

MOUNT AND BALANCE 4 NEW SNOW TIRES.

** PERFORM ALIGNMENT TO MASERATI SPECIFICATIONS

SPECIFICATIONS

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

OUR GUIDING PRINCIPLES.....

TO SATISFY THE TRANSPORTATION NEEDS OF OUR CUSTOMERS BY
OFFERING A SERVICE FOR WHICH VALUE EXCEEDS COSTS AND BY
PERFORMING THAT SERVICE BETTER THAN OUR COMPETITION!

LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

Case# 2018-00558-0 - JUDGE:29 Received at County of Bucks Prothonotary on 03/27/2018 12:29:44 PM. Fee = \$0.00. On 03/27/2018 12:29:44 PM, the filer certifies that this filing complies with the provisions of the Judicial Branch of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Elizabeth Spitzbart, Esq.

**Maserati of The Main Line**

215 W. LANCASTER AVENUE
DEVON, PA 18333
(484) 804-4800

Fax: (484) 804-4801

www.maseratofthemainline.com

CUSTOMER #: 22988

MICHAEL FRIEDBERG
1650 OAKWOOD DR
PENN VALLEY, PA

HOME: 215-868-0334 CONT: 484-547-9493

BUS: CELL:

PAGE 4

SERVICE ADVISOR: 180 JASON SMITH

17	MASERATI GRAN TURISM	ZAM45VLA5H0214459	5287/8246	T327
08:31 20SEP17	10:05 22DEC17	WAIT 20SEP17	150.00	CASH
OPTIONS: DLR:6018				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	CP					180.97	180.97
PERFORMED ALIGNMENT TO MASERATI SPECS							
** CUSTOMER REQUESTS HAT AND GLOVE SET AS PER MAILER - 2017 HAPPY							
GLOVES2017 CUSTOMER REQUESTS HAT AND GLOVE SET AS							
	100	ISP				(N/C)	
	CP					-180.97	-180.97

PLEASE CONTACT ME PERSONALLY IF YOU HAVE ANY
YOUR EXPERIENCE WITH OUR DEALERSHIP. ONCE
WILL LOOK FORWARD TO SEEING YOU AGAIN!

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

OUR GUIDING PRINCIPLES.....

TO SATISFY THE TRANSPORTATION NEEDS OF OUR CUSTOMERS BY
OFFERING A SERVICE FOR WHICH VALUE EXCEEDS COSTS AND BY
PERFORMING THAT SERVICE BETTER THAN OUR COMPETITION!

LABOR AMOUNT	535.97
PARTS AMOUNT	1810.34
GAS, OIL, LUBE	0.00
SMILET AMOUNT	-180.97
MISC. CHARGES	0.00
TOTAL CHARGES	2165.34
LESS INSURANCE	0.00
SALES TAX	122.94
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

Case# 2018-00658-0 - JUDGE-23 Received at County of Bucks Prothonotary on 03/27/2018 12:29 PM. Fee = \$0.00. On the 1st day of March 2018, Michael Friedberg, of the County of Bucks, State of Pennsylvania, did hereby certify that the foregoing is a true and correct copy of the original document filed with the Prothonotary on 03/27/2018.

CUSTOMER #: 22988


MASERATI
 INVOICE
Maserati of The Main Line

215 W. LANCASTER AVENUE

DEVON, PA 19333

(484) 804-4800

Fax: (484) 804-4801

www.maseratiloftothemainline.com

MICHAEL FRIEDBERG

50 OAKWOOD DR

NORTH VALLEY, PA

HOME: 215-868-0334 CONT: 484-547-9493

PAGE 1

COLOUR	YEAR	MAKE	MODEL	VIN	LIC	MILEAGE IN/OUT	TAG
	17	MASERATI	GRAN TURISM	ZAM45VLA5H0214459		5287/8246	T327
DE DATE	PROD DATE	WARRANTY	PROMISE	PD NO	RATE	PAYMENT	INV DATE
SEP17 DE			WAIT 20	SEP17	150.00	CASH	22DEC17
REG OPENED	READY	OPTIONS: DLR:6018					

8:31 20SEP17 10:05 22DEC17

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

PDL PICK UP AND DELIVERY SERVICE WITH LOANER

PDL PICK UP AND DELIVERY SERVICE WITH LOANER

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

PROVIDED PICK UP AND DELIVERY SERVICE WITH A LOANER

PERFORM COMPLIMENTARY MULTI-POINT INSPECTION

MPT PERFORM COMPLIMENTARY MULTI-POINT INSPECTION.

405 SNYDER, DEREK LIC# 1

ISIP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

PERFORMED MULTI POINT INSPECTION

* C/S THE ALARM DOES NOT BEEP WHEN LOCKING

861032 BODY COMPUTER CONTROL UNIT

405 SNYDER, DEREK LIC# 1

1 292181 ALARM CONTROL UNIT.

1 1114716 BODY COMPUTER NODE, NEO

0200130 OBD CHECK

405 SNYDER, DEREK LIC# 1

WM

98 DIAG FOR ALARM

405 SNYDER, DEREK LIC# 1

WM

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

CHECKED ALARM SETTING AND CONFIRMED ALL SETTING WERE SET. CHECKED

FUSES AND ALARM SIREN. RAN ACTIVE DIAG FOR SIREN AND ALARM DOES NOT

SOUND PROPERLY. MADE BOL AND CONTACTED TECH SUPPORT. ADVISED TO REPLACE

BCM. AFTER PERFORMING UPDATES AND PROGRAMMING BCM THE VEHICLE WOULD NOT

LOCK PROPERLY OR SOUND ALARM. UPDATED BOL AND THEY ADVISED NEW BCM IS

FAULTY. ORDERED SECOND BCM AND WILL BRING VEHICLE BACK FOR REPAIR.

* C/S YELLOW SUSPENSION WARNING LIGHT IS COMING ON

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

OUR GUIDING PRINCIPLES.....

TO SATISFY THE TRANSPORTATION NEEDS OF OUR CUSTOMERS BY
 OFFERING A SERVICE FOR WHICH VALUE EXCEEDS COSTS AND BY
 PERFORMING THAT SERVICE BETTER THAN OUR COMPETITION!

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

Case# 2018-00656-0 - JUDGE:29 Received at County of Bucks Prothonotary on 03/27/2018 10:29:41 AM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Judicial Branch of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: Michael Friedberg, Esq.

**Maserati of The Main Line**215 W. LANCASTER AVENUE
DEVON, PA 19333

(484) 804-4800

Fax: (484) 804-4801

www.maseratithemainline.com

CUSTOMER #: 22988

MICHAEL FRIEDBERG

650 OAKWOOD DR

PENN VALLEY, PA

HOME: 215-868-0334 CONT: 484-547-9493

US:

CELL:

PAGE 2

SERVICE ADVISOR: 180 JASON SMITH

COLOR	YEAR	MAKE	MODEL	VIN	PLATE	MILEAGE IN/OUT	TAG
	17	MASERATI	GRAN TURISM	ZAM45VLA5H0214459		5287/8246	T327
DEP DATE	STP DATE	WARRANTY	PROMISED	PD NO	RATE	PAID	INM DATE
08SEP17	DD		WAIT 20SEP17		150.00	CASH	22DEC17

OPTIONS: DLR: 6018

8:31 20SEP17 10:05 22DEC17

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

CAUSE: FOUND LEFT FRONT VERTICAL ACCELERATION SENSOR FAULTY

6900070 LH WHEEL FRONT VERTICAL ACCELERATION

SENSOR

405 SNYDER, DEREK LIC#: 1

1 264470 LH WHEEL VERT ACCELERATION SEN

0200040 BCM PARAMETER CHECK

405 SNYDER, DEREK LIC#: 1

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

SCANNED FOR FAULTS. CHECKED PARAMETERS FOR THE SUSPENSION SYSTEM.

CHECKED CONNECTION FOR THE FRONT LEFT VERTICAL SENSOR. REPLACED FAULTY

LEFT FRONT VERTICAL ACCELERATION SENSOR.

C/A CHECK DRIVER'S SEAT COVER UNDER FRONT OF SEAT. BOTTOM PART IS

LOOSE

CAUSE: SCREWS CAME LOOSE FROM SEAT COVER

98 9430930 FRONT SEAT FRONT CARTER

405 SNYDER, DEREK LIC#: 1

WM

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

REMOVED SCREWS FROM SEAT TO GAIN ACCESS TO THE COVER SCREWS.

REASSEMBLED SEAT AND CONFIRMED COVERS ARE CORRECT

CUSTOMER ADVISES CHECK ENGINE LIGHT IS ON

CAUSE: MISFIRE FAULTS PRESENT

NOTED CHECK AND CLEAR FAULTS

405 SNYDER, DEREK LIC#: 1

1SE

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

SCANNED FOR FAULTS AND CHECKED PARAMETERS. CLEARED FAULTS AND

CONFIRMED MISFIRES DID NOT RETURN

** PERFORM MASERATI OIL SERVICE

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

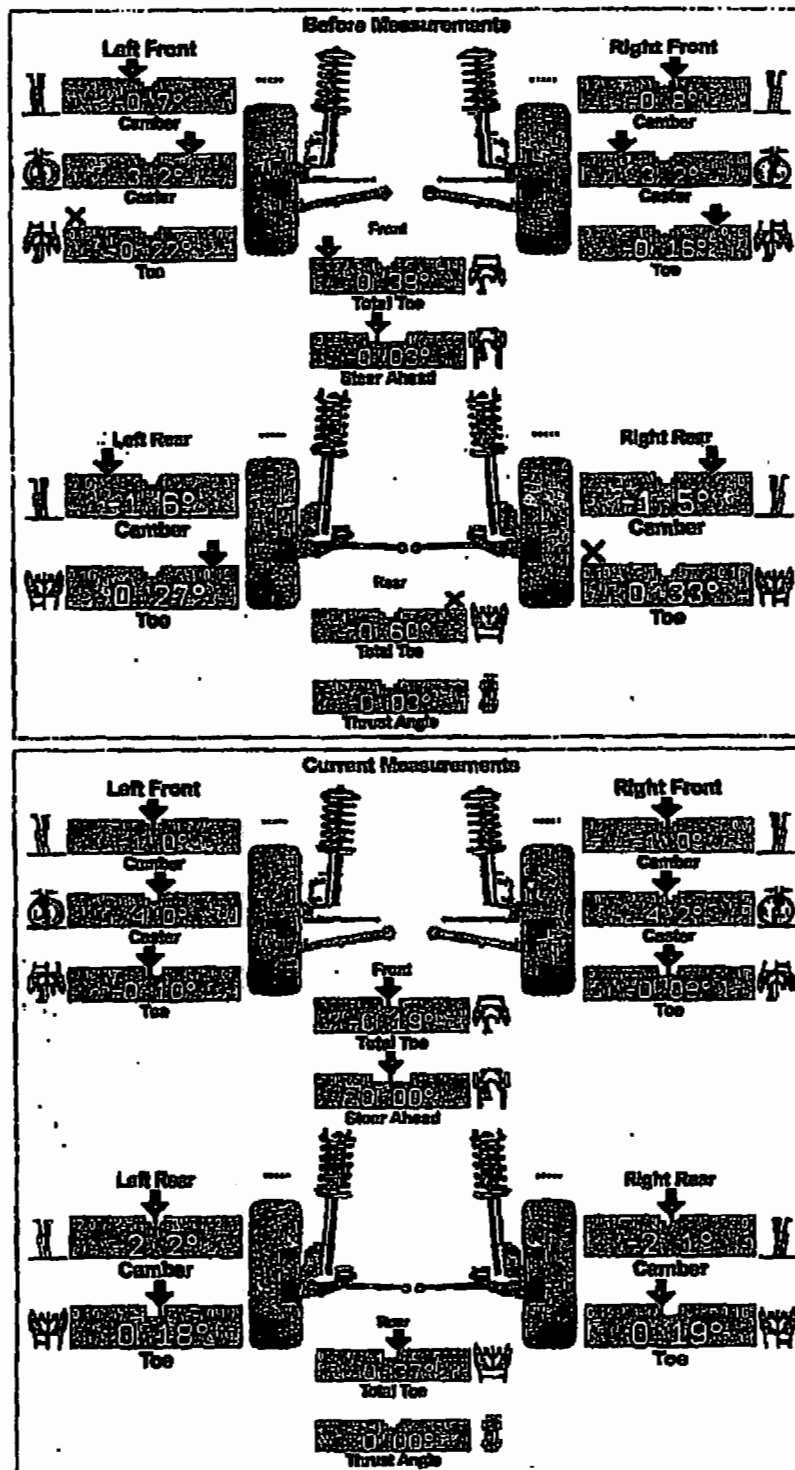
OUR GUIDING PRINCIPLES.....

TO SATISFY THE TRANSPORTATION NEEDS OF OUR CUSTOMERS BY
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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

Maserati 2017 GranTurismo MC Stradale/Sport
ExpressAlign Total Alignment



• One or more values are not within specification. Tire wear, handling and safety problems may result.

EXHIBIT B

**F.C. KERBECK & SONS****GMC**

CADILLAC • LINCOLN • MERCEDES • JAGUARS • ROLLS-ROYCE • BENTLEY • LAMBORGHINI • MASERATI • ASTON MARTIN • BUICK • GMC

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ROUTE 73, PALMYRA, N.J. 08065

(856) 829-8200

www.fckerbeck.com

DEAL#: 57110

CUST#: 103796

Retail Vehicle Order☒ New☐ Used☐ Demo☐ Program-Fleet RentalCustomer JP MORGAN CHASE BANK NA
C/O MICHAEL J FRIEDBERGDate 04/08/2017 Stock No. 17M144Address PO BOX 901098 FT WORTH TX 76101

Email _____

Residence Phone _____ Business Phone _____

Salesperson CAPRA, STEVEN R

D.L. No. _____ Soc. Sec. No. _____

DoB _____

Please Enter My Order For One 2017 MASERATIModel GRANTURISMOBody Type 2DR Color NERO Miles 41VIN Z A M 4 5 V L A 5 H 0 2 1 4 4 5 9Interior Trim NERO

Prior to Delivery of the vehicle listed above, customer shall elect one of the following and so advise dealership:

☐ Cash Purchase ☐ Finance Purchase ☒ Lease

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER.

IF A LEASE, COMPLETE DISCLOSURE OF ALL LEASE TERMS AND CONDITIONS IS CONTAINED ON A SEPARATE LEASE CONTRACT.

To Be Delivered On or About: 04/08/2017Price of Unit 132825.00Additional Equipment (options) 4525.00N/AN/AGAS GUZZLER TAX 1700.00DESTINATION CHARGE 1500.00TOTAL MSRP 140550.00N/AF.C. KERBECK DISCOUNT 20050.00SALE PRICE 120500.00ELITE WHEEL & TIRE 3 YEAR 1945.00N/AN/ATOTAL VEHICLE PRICE 122445.00

IF A LEASE, THE FOLLOWING APPLY:

MONTHLY PAYMENT AMOUNT \$ 1611.51Term 36 MonthsMileage per Year: 12000CASH DUE AT DELIVERY 2499.00

IF A PURCHASE, THE FOLLOWING APPLY:

TOTAL PRICE OF VEHICLE 122445.00Less Trade-in Allowance N/ATOTAL TAXABLE AMOUNT 122445.00State Sales Tax 20.52NJ Supplemental Titling Fee N/AMotor Vehicle Tire Fee N/AEstimated Registration / Title Fee 260.00

(See Paragraph 15 on Reverse Side)

Documentary Fee Administrative Fee \$129.00
Clerical Expense \$129.00
Document Transmittal Service \$121.00
(See Paragraph 16 on Reverse Side)379 00Out of State MV Agency Charge N/ANET PAYOFF ON TRADE-IN N/ATOTAL 123104.52**IF A NEW VEHICLE SALE OR LEASE . . .**

The only warranties applying to this vehicle are those offered by the manufacturer. Dealer sells/leases this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of the Dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability", based upon Dealer's negligence, or otherwise), is expressly excluded and Customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by Dealer.

IF USED VEHICLE SALE OR LEASE— CHECK APPROPRIATE BOX

☐ This vehicle is sold/leased "as is" and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of Dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon Dealer's negligence, or otherwise), is expressly excluded and Customer hereby assumes any such risks.

OR

☐ The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

ALL USED VEHICLE SALES AND LEASES—DEALER'S OBLIGATION

The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price (if a sale) to the customer in the event a used vehicle sold/leased and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the Customer's own act. The undersigned, before entering into this contract, has been informed of the dealer's obligation above and agrees to have the used vehicle inspected within 14 days from the issuance of the permanent registration for such vehicle. Must be inspected at a NJ State MV Inspection Station, NOT a private inspection facility. If vehicle fails, repairs must be done by selling dealer.

04/08/17 X

Customer's Signature

WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE OR LEASE)

The undersigned, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price (if a sale) if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is an item which is "covered" by New Jersey's Used Car Lemon/Warranty Law (P.L. 1995, Chpt. 373).

Date _____ X

Customer's Signature

TRADE-IN DESCRIPTION AND ALLOWANCE

Year _____ Make _____ Model _____ Color _____

Serial No. _____ Mileage _____

Trade-In Value _____ Date of _____

Less Balance Owed _____

Net Trade-In Allowance _____

Balance Owed to: _____

Address: _____

Account No. _____

Info From _____ Good Thru _____

TOTAL MSRP		140550.00	risks.
F.C. KERBECK DISCOUNT		20050.00	OR
SALE PRICE		120500.00	<input type="checkbox"/> The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.
ELITE WHEEL & TIRE 3 YEAR		1945.00	ALL USED VEHICLE SALES AND LEASES—DEALER'S OBLIGATION The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price (if a sale) to the customer in the event a used vehicle sold/leased and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the Customer's own act. The undersigned, before entering into this contract, has been informed of the dealer's obligation above and agrees to have the used vehicle inspected within 14 days from the issuance of the permanent registration for such vehicle. Must be inspected at a NJ State MV Inspection Station, NOT a private inspection facility. If vehicle fails, repairs must be done by selling dealer.
		N/A	
		N/A	
TOTAL VEHICLE PRICE		122445.00	
IF A LEASE, THE FOLLOWING APPLY:			
MONTHLY PAYMENT AMOUNT \$ 1611.51			
Term 36 Months			
Mileage per Year: 12000			04/08/17 X Date Customer's Signature
CASH DUE AT DELIVERY 2499.00			
IF A PURCHASE, THE FOLLOWING APPLY:			WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE OR LEASE) The undersigned, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price (if a sale) if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is an item which is "covered" by New Jersey's Used Car Lemon/Warranty Law (P.L. 1995, Chpt. 373).
TOTAL PRICE OF VEHICLE		122445.00	
Less Trade-in Allowance		N/A	
TOTAL TAXABLE AMOUNT		122445.00	
State Sales Tax		20.52	
NJ Supplemental Titling Fee		N/A	
Motor Vehicle Tire Fee		N/A	
Estimated Registration / Title Fee (See Paragraph 15 on Reverse Side)		260.00	TRADE-IN DESCRIPTION AND ALLOWANCE Year _____ Make _____ Model _____ Color _____ Serial No. _____ Mileage _____ Trade-In Value _____ Date of _____ Less Balance Owed _____ Net Trade-In Allowance _____ Balance Owed to: _____ Address: _____ Account No. _____ Info. From _____ Good Thru _____ Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Customer certifies the above mileage of trade-in vehicle is accurate. X _____ / _____ Customer's Signature Date
Documentary Fee Administrative Fee \$129.00 Clerical Expense \$129.00 Document Transmittal Service \$121.00 (See Paragraph 16 on Reverse Side)		379.00	
Out of State MV Agency Charge		N/A	
NET PAYOFF ON TRADE-IN		N/A	
TOTAL		123104.52	
Deposit		2499.00	
BALANCE IN CASH, CERTIFIED CHECK, OR OTHER ACCEPTABLE FORM OF PAYMENT TO BE PAID TO DEALER ON DELIVERY BALANCE DUE ON DELIVERY		120605.52	
AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. The parties to this agreement agree to arbitrate any claim, dispute, or controversy, including all statutory claims and any state or federal claims, that may arise out of or relating to the purchase or lease identified in this Motor Vehicle Retail Order and the financing thereof. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. New Jersey Consumer Fraud Act, Used Car Lemon Law, and Truth-in-Lending claims are just three examples of the various types of claims subject to arbitration under this agreement. The parties also agree to waive any right to pursue any such claims including statutory, state or federal claims, as a class action. There are no limitations on the type of claims that must be arbitrated, except for New Car Lemon Law and Magnuson-Moss Warranty Act Claims which are excluded from arbitration under this agreement. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association before a single arbitrator. The Costs included in the arbitration process shall be shared as provided by the Association's Rules. The arbitration shall take place in New Jersey at the address of the dealership listed on the Retail Order Form. The decision of the arbitrator shall be binding upon the parties. Any further relief sought by either party will be subject to the decision of the arbitrator. THIS ARBITRATION PROVISION LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION AND HAVE A JURY TRIAL. PLEASE READ IT CAREFULLY, PRIOR TO SIGNING.			
Accepted By: 04/08/17 Date		04/08/17 Date	Customer's Signature
Customer agrees that this Order on the face and on reverse side and any attachments to it include all the terms and conditions, if a sale. Customer further agrees this Order cancels and supersedes any prior agreements and as of the date signed by Dealer or his authorized agent comprises the complete and exclusive statement of the terms of the agreement between Customer and Dealer. If Customer, prior to delivery, elects to lease the vehicle described above, Customer and Dealer agree to execute a lease contract which shall contain full disclosure of all lease information. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Customer by execution of this Order acknowledges that they have read the terms and conditions and have received a true copy of the Order. YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC PRE-DELIVERY SERVICE WHICH IS TO BE PERFORMED. THE AUTOMOTIVE DEALER MAY NOT CHARGE FOR PRE-DELIVERY SERVICES FOR WHICH THE AUTOMOTIVE DEALER IS REIMBURSED BY THE MANUFACTURER. YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC DOCUMENTARY SERVICE WHICH IS TO BE PERFORMED. I am 18 years of age or older and of full legal capacity to enter into this contract.			
Accepted By: 04/08/17 Date		04/08/17 Date	Customer's Signature

THIS ORDER NOT SUBJECT TO CANCELLATION DEPOSIT NON-REFUNDABLE
IMPORTANT: READ THE TERMS AND CONDITIONS ON THE BACK OF THIS ORDER BEFORE SIGNING

MASERATI
CAPITAL USA*

LEASE

DEAL# 57110
STK # 17M144
CUST# 105796

☒ **Monthly Payment Lease**☐ **Single Payment Lease**Lease Date: 04/08/2017**1. PARTIES:**

Lessor - Dealer Name FC Kerbeck and Sons	Address 100 ROUTE 73 NORTH
Lessor - Dealer Phone Number 8568298200	Palmyra, NJ 08065
Lessee - Name MICHAEL J FRIEDBERG	Address 1650 OAKWOOD DR APT E315
Lessee - Name N/A	PENN VALLEY, PA 19072
	Address N/A

Each Lessee signing this Lease ("you" or "your") agrees to lease from the Lessor named above the vehicle described in Section 2 (the "Vehicle") on the terms and conditions in this Lease Agreement ("Lease"). Lessor intends to assign its rights and interest under this Lease to JPMorgan Chase Bank, N.A. ("Chase"). Chase will administer this Lease unless we notify you otherwise. The assignee's telephone number is 1-800-336-6675 and address is P.O. Box 901076, Fort Worth, TX 76101-2076, unless we notify you otherwise. As used in this Lease, the terms "us," "our" and "we" refer to the Lessor and, after assignment, to Chase or its successors and assigns.

2. DESCRIPTION OF LEASED VEHICLE:

MODEL YEAR	MAKE	MODEL	BODY STYLE	COLOR	VEHICLE ID NO.	ODOMETER
2017	MASERATI	GRANTURISMO	2DR	NERO	ZAN45VLA5H0214459	41

☐ If checked, the primary use of the Vehicle is business or commercial; otherwise, it is personal, family or household use.

The Vehicle engine has 8 cylinders; The Vehicle transmission is ☒ automatic ☐ manual; The Vehicle brakes are ☒ power assisted ☐ manual; The Vehicle steering is ☒ power assisted ☐ manual; The Vehicle ☒ is ☐ is not air conditioned; If the Vehicle has a Monroney label, the manufacturer's suggested retail price on such label is \$ 140550.00

PRIOR USE(S) OF VEHICLE (IF APPLICABLE): This item applies only if the odometer reading disclosed above is higher than 1,000 miles. The prior use(s) of the Vehicle was/were: ☐ personal, family or household ☐ demonstrator ☐ livery ☐ daily rental ☐ police ☐ prior wreckage ☐ unknown.

3. LEASE TERM. The Lease Term is 36 months, beginning on the Lease Date (above) and ending on 04/08/2020 (the "Maturity Date").

4. DESCRIPTION OF TRADE-IN (if applicable)

MODEL YEAR	MAKE	MODEL	GROSS ALLOWANCE	AMOUNT OWED	NET TRADE-IN
N/A	N/A	N/A	\$ N/A	\$ N/A	\$ N/A

An "e" in this Lease indicates an estimate.

Federal Consumer Leasing Act Disclosures

5. Amount Due at Lease Signing or Delivery: (Itemized below)* \$ <u>2499.00</u>	6. Lease Payments: (a) Monthly Payment Lease: Your first Monthly Payment of \$ <u>1611.51</u> is due on <u>04/08/2017</u> , followed by <u>35</u> payments of \$ <u>1611.51</u> due each following month. The total of your Monthly Payments is \$ <u>58014.36</u> . (b) Single Payment Lease: Your Advance Single Payment of \$ <u>N/A</u> is due on <u>N/A</u> .	7. Other Charges (not part of your Monthly Payment): Disposition Fee (if you do not purchase the Vehicle from us): \$ <u>300.00</u> Total: \$ <u>300.00</u>	8. Total of Payments (The amount you will have paid by the end of the Lease): \$ <u>59201.65</u>
--	---	---	---

***Itemization of Amount Due at Lease Signing or Delivery**

9. Amount Due at Lease Signing or Delivery:	10. How the Amount Due at Lease Signing or Delivery will be paid:
(a) Capitalized Cost Reduction \$ <u>227.97</u>	(a) Net trade-in allowance \$ <u>0.00</u>
(b) First Monthly Payment + \$ <u>1611.51</u>	(b) Amount to be paid in cash + \$ <u>2499.00</u>
(c) Advance Single Payment + \$ <u>N/A</u>	(c) Rebates and noncash credits:
(d) Refundable security deposit + \$ <u>N/A</u>	(1) Manufacturer Rebate(s) + \$ <u>N/A</u>
(e) Initial title fees + \$ <u>N/A</u>	(2) <u>N/A</u> + \$ <u>0.00</u>
(f) Initial registration fees + \$ <u>250.00</u>	(3) <u>N/A</u> + \$ <u>0.00</u>
(g) Sales or use tax + \$ <u>N/A</u>	(4) <u>N/A</u> + \$ <u>0.00</u>
(h) Acquisition Fee + \$ <u>N/A</u>	
(i) Dealer document processing fee + \$ <u>270.00</u>	
(j) Prior credit or lease balance + \$ <u>N/A</u>	
(k) <u>N/A</u> + \$ <u>N/A</u>	
(l) <u>N/A</u> + \$ <u>N/A</u>	
(m) <u>N/A</u> + \$ <u>N/A</u>	
(n) <u>N/A</u> + \$ <u>N/A</u>	
(o) <u>N/A</u> + \$ <u>N/A</u>	
(p) CAP RED TAX + \$ <u>20.52</u>	
(q) <u>N/A</u> + \$ <u>N/A</u>	
(r) <u>N/A</u> + \$ <u>N/A</u>	
(s) <u>N/A</u> + \$ <u>N/A</u>	
(t) <u>N/A</u> + \$ <u>N/A</u>	
(u) <u>N/A</u> + \$ <u>N/A</u>	
(v) Total = \$ <u>2499.00</u>	(d) Total = \$ <u>2499.00</u>

Capitalized cost. The agreed upon value of the Vehicle (plus taxes, fees, service contracts, insurance, and any outstanding prior credit or lease balance) (See Section 16 below for an itemization of this amount) \$ 123240.00

(b) **Capitalized cost reduction.** The amount of any rebate, net trade-in allowance, noncash credit or cash you pay that reduces the gross capitalized cost - \$ 227.97

(c) **Adjusted capitalized cost.** The amount used in calculating your base Monthly Payment = \$ 123012.03

(d) **Residual value.** The value of the Vehicle at the end of the Lease used in calculating your base Monthly Payment - \$ 70275.00

(e) **Depreciation and any amortized amounts.** The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term = \$ 52737.03

(f) **Rent charge.** The amount charged in addition to the depreciation and any amortized amounts + \$ 637.17

(g) **Total of base Monthly Payments.** The depreciation and any amortized amounts plus the rent charge = \$ 59224.20

(h) **Lease Payments.** The number of payments in your Lease ÷ 36

(i) **Base Lease Payment (Monthly or Advance Single, as applicable)** = \$ 1670.45

(j) **Sales/use tax.** + \$ 133.06

(k) **Other:** N/A + \$ N/A

(l) **Total Lease Payment (Monthly or Advance Single, as applicable)** = \$ 1611.51

Lease terms are negotiable with the Lessor. The Lessor intends to assign this Lease Agreement and may retain a portion of the Total Lease Payments.

12. Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

13. Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use, and for mileage in excess of 112,000 miles per year during the scheduled Lease Term at the rate of 30 cents per mile.

14. Purchase Option at End of Lease Term. You have an option to purchase the Vehicle at the end of the Lease Term for \$ 70275.00 and a purchase option fee of \$ 50.00, for a total of \$ 70325.00. The purchase option fee does not include fees for tags, taxes or registration.

15. Other Important Terms. See the front and back of this Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, excess wear standards and any security interest, if applicable.

16. ITEMIZATION OF GROSS CAPITALIZED COST.

(a) Agreed upon value of the Vehicle \$ 120500.00

(b) Sales/use tax + \$ N/A

(c) Initial title, license and registration fees + \$ N/A

(d) Acquisition Fee + \$ 795.00

(e) Prior credit or lease balance + \$ N/A

(f) Dealer document processing fee + \$ N/A

(g) N/A + \$ N/A

(h) N/A + \$ N/A

(i) N/A + \$ N/A

(j) ELITE WHEEL & TIRE 3 YEAR + \$ 1945.00

(k) N/A + \$ N/A

(l) N/A + \$ N/A

(m) N/A + \$ N/A

(n) N/A + \$ N/A

(o) N/A + \$ N/A

(p) N/A + \$ N/A

(q) N/A + \$ N/A

(r) **Gross Capitalized Cost** = \$ 123240.00

17. OFFICIAL FEES AND TAXES. The total amount you will pay for official and license fees, registration, title, and taxes over the term of your Lease, whether included with your Monthly Payments (or Advance Single Payment, as applicable) or assessed otherwise is:

\$ 5590.68 e.

This amount is an estimate. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the Vehicle when a fee or tax is assessed.

18. WARRANTIES. The Vehicle is subject to the manufacturer's standard new car warranty. The Vehicle is also subject to any other express warranties or guarantees disclosed here:

There are no warranties, guarantees or other rights provided to you by us or the Vehicle's manufacturer other than those disclosed in this Lease.

WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE PROHIBITED BY LAW.

19. INSURANCE VERIFICATION. The insurance required by Section 28 of this Lease is in force on the Lease Date as follows:

Insurance Co.: GEICO

Policy No.: 4149540635

Agent's Name: GEICO

Agent's Address: 1 GEICO BLVD FREDERICKSBURG VA

Phone Number: 8008413000

20. OPTIONAL INSURANCE AND OTHER PRODUCTS.

You are not required to buy any of the optional insurance products or other products listed below. You should carefully review the contracts that describe the details of any optional insurance products or other products you choose to buy. By signing this Lease, you have elected to purchase from the Lessor the following optional insurance products and other products:

Type	Provider Name	Coverage Term/Coverage Amount	Premium/Charge*
<input type="checkbox"/> Service Contract	<u>N/A</u>	<u>N/A</u> miles/ <u>N/A</u> months	\$ <u>N/A</u>
<input type="checkbox"/> Prepaid Maintenance Plan	<u>N/A</u>	<u>N/A</u> miles/ <u>N/A</u> months	\$ <u>N/A</u>
<input checked="" type="checkbox"/> Tire & Wheel Protection	<u>ELITE</u>	<u>UNL</u> miles/ <u>36</u> months	\$ <u>1945.00</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>

You have purchased the optional products listed above for a total charge of: \$ 1945.00

* The Dealer may retain a portion of the premiums or other charges for the optional insurance products and other products listed above.

21. HOW THIS LEASE MAY BE CHANGED. This Lease contains the entire agreement for the Lease of the Vehicle. We may, in our sole discretion, agree orally to requests for extensions, deferrals, or due date changes, and confirm them electronically or in writing. We may, at our option, change any provision in this Lease by giving you at least 10 days' advance written notice of the proposed change, provided that the change is at least as favorable to you as the existing provision. No other changes to this Lease are effective unless they are in a writing signed by you and us.

(h) N/A + \$ N/A
 (i) N/A + \$ N/A
 (j) ELITE WHEEL & TIRE 3 YEAR + \$ 1945.00
 (k) N/A + \$ N/A
 (l) N/A + \$ N/A
 (m) N/A + \$ N/A
 (n) N/A + \$ N/A
 (o) N/A + \$ N/A
 (p) N/A + \$ N/A
 (q) N/A + \$ N/A
 (r) Gross Capitalized Cost = \$ 123240.00

new car warranty. The vehicle is also subject to any other express warranties or guarantees disclosed here:

There are no warranties, guarantees or other rights provided to you by us or the Vehicle's manufacturer other than those disclosed in this Lease.

WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE PROHIBITED BY LAW.

19. **INSURANCE VERIFICATION.** The insurance required by Section 28 of this Lease is in force on the Lease Date as follows:

Insurance Co.: CEICO
 Policy No.: 4149550636
 Agent's Name: CEICO
 Agent's Address: 1 CEICO BLVD FREDERICKSBURG VA
 Phone Number: 8008413000

20. OPTIONAL INSURANCE AND OTHER PRODUCTS.

You are not required to buy any of the optional insurance products or other products listed below. You should carefully review the contracts that describe the details of any optional insurance products or other products you choose to buy. By signing this Lease, you have elected to purchase from the Lessor the following optional insurance products and other products:

Type	Provider Name	Coverage Term/Coverage Amount	Premium/Charge*
<input type="checkbox"/> Service Contract	N/A	N/A miles/ N/A months	\$ N/A
<input type="checkbox"/> Prepaid Maintenance Plan	N/A	N/A miles/ N/A months	\$ N/A
<input checked="" type="checkbox"/> Tire & Wheel Protection	ELITE	ONE miles/ 36 months	\$ 1945.00
N/A	N/A	N/A	\$ N/A
N/A	N/A	N/A	\$ N/A
N/A	N/A	N/A	\$ N/A

You have purchased the optional products listed above for a total charge of: \$ 1945.00

* The Dealer may retain a portion of the premiums or other charges for the optional insurance products and other products listed above.

21. **HOW THIS LEASE MAY BE CHANGED.** This Lease contains the entire agreement for the Lease of the Vehicle. We may, in our sole discretion, agree orally to requests for extensions, deferrals, or due date changes, and confirm them electronically or in writing. We may, at our option, change any provision in this Lease by giving you at least 10 days' advance written notice of the proposed change, provided that the change is at least as favorable to you as the existing provision. No other changes to this Lease are effective unless they are in a writing signed by you and us.

Lessee's Signature: [Signature] Lessee's Signature: N/A

ADDITIONAL NEW JERSEY DISCLOSURES

TOTAL COST OF THE LEASE. The total cost of this Lease, assuming you do not default and you exercise the purchase option at scheduled Lease end, is \$ 129225.85. This disclosure is required by New Jersey law and is calculated in a manner specified under the law. We calculate this amount by adding: the Amount Due at Lease Signing or Delivery in Section 5 (minus the first Monthly Payment, refundable security deposit and insurance), the total amount to be paid in periodic payments during the term of the Lease in Section 6 and the purchase option price in Sections 14 and 32. Because this disclosure is based on certain assumptions and does not include all costs (such as maintenance in Section 24 and insurance in Section 28), your actual cost of this Lease may differ.

LESSEE(S) NOTICES AND SIGNATURES

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE THAT THIS LEASE CONTAINS AN "ARBITRATION PROVISION" ON THE REVERSE SIDE, THAT YOU HAVE READ THE AGREEMENT TO ARBITRATE DISPUTES AND AGREE TO ITS TERMS.

Total Loss Early Termination Payoff Balance Notice: If there is a total loss, destruction or theft of the Vehicle, the early termination payoff balance (Adjusted Lease Balance) of the Vehicle as determined under Section 30 of this Lease may be different than the actual cash value of the Vehicle as determined by your insurer of the Vehicle. Section 31 provides that you will not be obligated to pay us this amount, unless, as of the date of such total loss, you do not have in effect a physical damage insurance policy as required by Section 28. By signing this Lease, you acknowledge that you have read this notice and understand its content.

NOTICE TO LESSEE(S): BY SIGNING THIS LEASE BELOW YOU ACKNOWLEDGE THAT: (1) EACH LESSEE ACCEPTS AND IS SEPARATELY LIABLE UNDER THE TERMS AND CONDITIONS OF THIS LEASE; AND (2) YOU HAVE READ BOTH SIDES OF THIS LEASE, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS AND RECEIVED A COMPLETELY FILLED IN COPY BEFORE SIGNING BELOW.

Lessee(s) agree to all terms and conditions in this Lease.

NOTICE: THE LESSEE AND THE LESSOR SHALL BE ENTITLED TO REVIEW THE CONTRACT FOR ONE BUSINESS DAY BEFORE SIGNING THE CONTRACT IMMEDIATELY ADJACENT TO THE SIGNATURE LINE OF THE CONTRACT.

X Lessee Signs Title (if a business) 04/08/17 Date X Lessee Signs Title (if a business) Date

LESSOR'S SIGNATURE AND ASSIGNMENT

By signing below, Lessor: (1) accepts all terms and conditions of this Lease; and then (2) assigns all of its rights under this Lease, as well as all title and interest in and to the Vehicle, to JPMorgan Chase Bank, N.A. ("Chase"), subject to the applicable dealer agreement between the Lessor and Chase; and (3) warrants to Chase that the insurance set forth in Section 19 is in place and complies with the requirements of this Lease.

X Lessor-Dealer Signs Title: GM Date: 04/08/17

*The tradename "Maserati Capital USA" as well as the Maserati Trident and Maserati Capital USA logos are owned by Maserati S.p.A. or its affiliates and are licensed to JPMorgan Chase Bank, N.A. ("Chase"). Lease accounts are owned by Chase.